This instrument has been prepared by
C. R. Satterfield, Real Estate Manager
Nashville Division of The Kroger Co.
P. O. Box 329, Nashville, Tenn. 37202

Signed C. R. Satterfield

WARRANTY DEED

Address New Owners:	Send Tax Bills To:	Map-Parcel No.:
The Kroger Co. 1014 Vine Street Cincinnati, Ohio	Same as new owner	4D-25615

BOOK 4304 PAGE 208

FOR AND IN CONSIDERATION OF THE SUM OF $10.00, TEN AND NO/100---DOLLARS, cash in hand paid by THE KROGER CO., an Ohio Corporation with its principal office at 1014 Vine Street, Cincinnati, Ohio, hereinafter referred to as the Grantee, and other good and valuable considerations, receipt of which is hereby acknowledged, we, H. H. RICHARDSON and A. H. JOHNSON, hereinafter referred to as the Grantors, have bargained and sold, and by these presents do transfer and convey unto the said Grantee, its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows:

Land in the 4th Civil District of said County, and described according to a survey made by Arbo Engineering Co., dated Dec. 7, 1968, and Topographic survey dated December 17, 1968, by Coronada Builders Corporation, as follows:
BEGINNING at an iron pin in the northwesterly margin of Lebanon Road, at the northeasterly corner of the property conveyed to Humble Oil Company, as of record in Book 3374, page 438, Register's Office; thence along the northerly line of said property, North 58 degrees 10 minutes West 150 feet to an iron pin; thence South 31 degrees 50 minutes West 150 feet to an iron pin in the northerly margin of Jacksonian Drive; thence with said Drive, North 58 degrees 10 minutes West 184.8 feet to an iron pin; thence in a northerly direction around a curve with a radius of 25 feet, a distance of 39.27 feet to a monument in the southeasterly margin of Bonnaford Drive; thence with the Drive, North 31 degrees 50 minutes East 311 feet to an iron pin; thence leaving said Drive, South 58 degrees 10 minutes East 189.6 feet to an iron pin; thence North 31 degrees 50 minutes East 4 feet to an iron pin; thence South 58 degrees 10 minutes East 170 feet to an iron pin in the northwesterly margin of Lebanon Road; thence with the Road, South 31 degrees 47 minutes West 190 feet to the beginning, containing 98,920 square feet.
Being part of the property conveyed to H. H. Richardson and A. H. Johnson, by deed from Miller G. Kimbrough, Trustee, as of record in Book 4181, page 971, said Register's Office.

This is unimproved property known as _____ Lebanon Road, Nashville, Tennessee.

Grantor owns additional premises adjoining the herein conveyed premises and described as follows:

The property hereinafter described is part of the property conveyed to A. H. Johnson and H. H. Richardson, by deed of record in Book 4181, page 971, Register's Office, Davidson County, Tennessee. It is part of Parcel No. 214 on Property Map No. 75-13.
BEGINNING at a point in the westerly right of way of U.S. Highway #70 (Lebanon Road) (35 feet westerly of the centerline thereof) at the point where the southerly right of way of Bonnaspring Drive intersects the said westerly right of way of U.S. Highway #70; thence southwesterly with the westerly right of way of U.S. Highway #70 with a right curve having a radius of 2830 feet more or less an arc distance of approximately 526.95 feet to a point at the end of said curve; thence continuing with the westerly right of way of U.S. Highway #70 South 31 degrees 47 minutes West 246.1 feet to a point at the easterly corner of The Kroger Co. lot; thence North 58 degrees 10 minutes West 170.0 feet to a point; thence South 31 degrees 50 minutes West 4.0 feet to a point; thence North 58 degrees 10 minutes West 189.6 feet to a point in the easterly right of way of Bonnaford Drive (25 feet southeasterly of the centerline thereof); thence North 31 degrees 50 minutes East 444.0 feet to a point at the beginning of

a curve; thence continuing with the easterly right of way of Bonnaford Drive with said right curve having a radius of 1497.06 feet an arc distance of 323.12 feet to the end of a turnout radius at the intersection of Bonnaspring Drive; thence easterly with a right curve having a radius of 25.0 feet an arc distance of 37.28 feet to a point in the southerly right of way of Bonnaspring Drive (25 feet northwesterly of the centerline thereof); thence southeasterly with a left curve having a radius of 605 feet more or less an arc distance of approximately 175.6 feet to a point at the end of a turnout radius at the intersection of U.S. Highway #70; thence southerly with a right curve having a radius of 25.0 feet an arc distance of 39.71 feet to a point; thence southeasterly 15.0 feet to the point of beginning, and hereinafter referred to as "Shopping Center Premises."

Grantor in making the herein conveyance and Grantee in accepting same for themselves, and their heirs, successors and assigns, agree as follows:

1. Attached to and made a part of this document is a proposed plot plan identified as Exhibit A showing the proposed development of the Shopping Center premises and of the demised premises. While it is understood that neither party is obligated to develop its respective premises, if same are developed, they will be developed as follows and as outlined on the attached plot plan.

2. Grantor agrees not to permit any additional buildings to be erected on the Shopping Center premises other than in the double cross-hatched area on the attached Exhibit A.

3. Grantor shall erect only one-story buildings for leasing to retail tenants in the double cross-hatched area on the attached Exhibit A and the total square footage thereof shall not exceed 56,155 square feet so as to provide a minimum parking ratio of three to one on both the Shopping Center premises and the herein demised premises.

4. Grantor shall not lease, rent, occupy, or permit to be occupied, any part of the Shopping Center premises for the purpose of conducting therein or for use as a food store, or a food department, or for the storage or sale for off-premises consumption of groceries, meats, produce, dairy products, or bakery products, or any of them, other than the space now occupied by the Big Star Supermarket located in said Shopping Center premises.

5. Grantee agrees that so long as a drug store is operated in the said Shopping Center, Grantee will not display any product on the demised premises for sale at retail requiring the services of a registered pharmacist.

6. Neither party shall permit any fence or other barricade or obstacle to be placed between the demised premises and the Shopping Center premises, and the parking areas and walkways of both Parcels shall be common areas for the joint use of the parties hereto and all tenants, customers, employees, and invitees.

7. Grantor shall not cause any future development of the Shopping Center premises unless the parking areas necessary to comply with these provisions are paved in a manner similar in appearance and construction to the paved areas presently existing on the Shopping Center premises.

The grantors reserve unto themselves, their heirs and assigns, a 16 foot easement for an 8 inch sewer line the center of which runs approximately 8 feet from the northwest margin of Lebanon Road, which sewer line is shown on the topographic survey dated December 17, 1968, by Coronada Builders Corporation.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever. And we do covenant with the said Grantee that we are lawfully seized and possessed of said land in fee simple; have a good right to convey it and the same is unencumbered, unless otherwise herein set out. And we

WARRANTY DEED

BOOK 4304 PAGE 210

do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

Witness our hands this 22nd day of January, 1969.

Eva Richardson

H. H. RICHARDSON

Malvin Johnson

A. H. JOHNSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, George E Pate, a Notary Public in and for said County and State, the within named H. H. RICHARDSON and A. H. JOHNSON, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 22 day of January, 1969.

George E Pate

My Commission Expires:

July 22, 1970

A 27834

T
IDENTIF. REFERENCE

JAN 22 1 32 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

The actual consideration for this transfer or value of property (whichever is greater) is $100,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

The Kroger Co.

By:

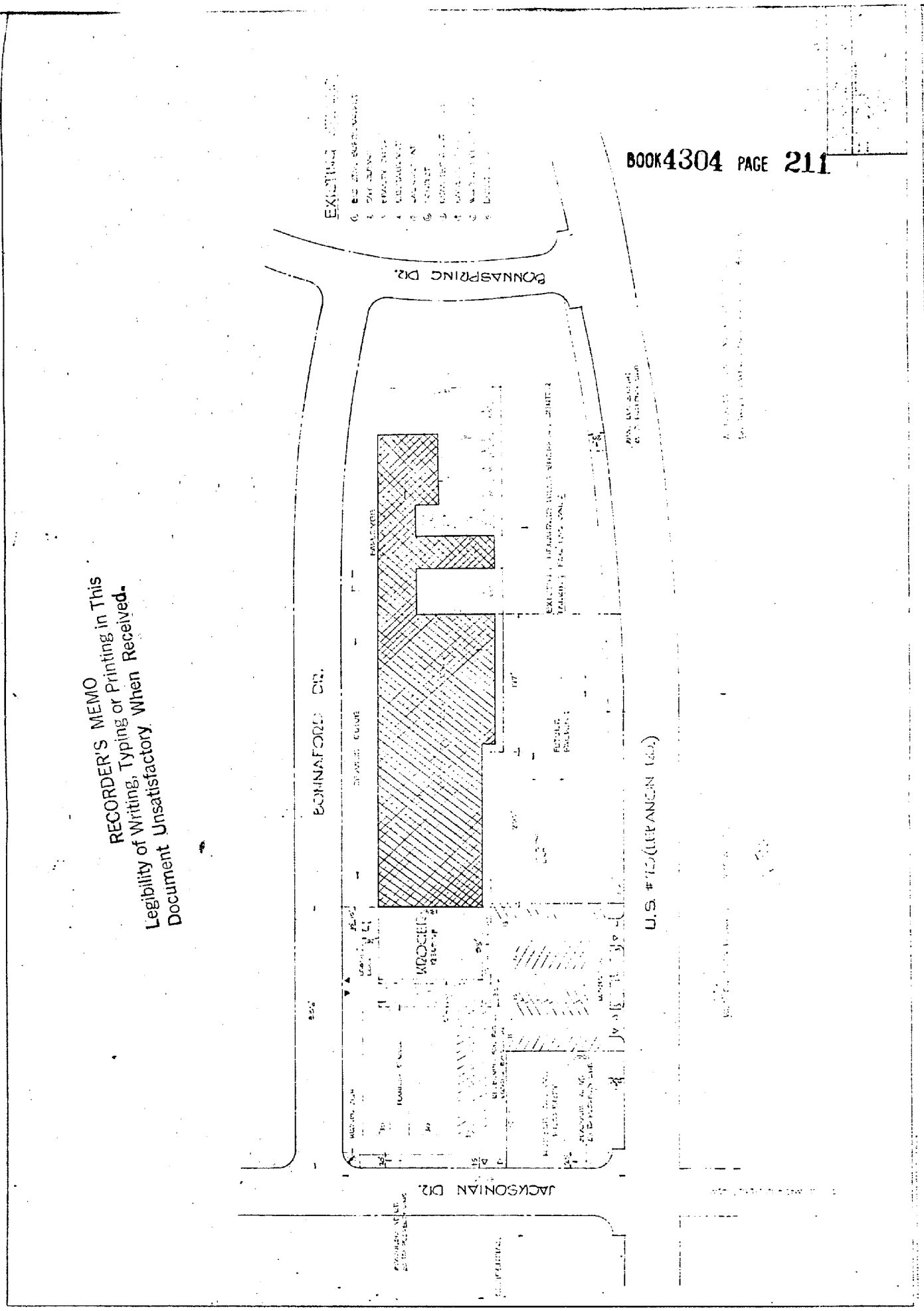
Sworn to and subscribed before me this 22nd day of January, 1969.

George E Pate

My Commission Expires: July 22, 1970

JAN22 69 CONV 90,000.00
JAN22 69 CONV 10,000.00
JAN22 69 S'TAX B* 260.00
JAN22 69 PR'FEE B* .50
JAN22 69 W'DEED B* 6.00 * 266.50

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.



H. H. Richardson

Eva Richardson

A. H. Johnson

Malvin Johnson

EXHIBIT "A"